

RESOLUTION NO. 2008-172

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
THE INTERIM COMMUNITY DEVELOPMENT DIRECTOR  
EMPLOYMENT AGREEMENT WITH KONRADT BARTLAM

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Interim Community Development Director Employment Agreement with Konradt Bartlam, as shown on Exhibit A attached hereto.

Dated: August 20, 2008

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I hereby certify that Resolution No. 2008-172 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and  
Katzakian

NOES COUNCIL MEMBERS – Mayor Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

## CONSULTANT CONTRACT

EXHIBIT A
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This Agreement is ~~made~~ and entered into as of August 20, 2008, by and between the **City of Lodi**, a municipal corporation, hereinafter called "City" and Konradt ~~Bartlam~~, hereinafter called "Consultant," both of whom agree as follows:

### RECITALS:

It is the ~~desire of the~~ City to ~~retain~~ the ~~services of~~ Consultant on an interim basis to perform the functions of the Community Development Director

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### 1. GENERAL:

City hereby ~~agrees to contract~~ with Consultant to perform the functions of the Interim Community ~~Development~~ Director of the City starting August 25, 2008 and Consultant ~~agrees to perform~~ the functions and duties the City Manager shall from time to time assign to him

#### 2. HOURS OF WORK:

The Consultant has discretion as to ~~his~~ work schedule but must devote an average minimum of **24** hours per week to the **Job** and will typically have office hours on Tuesday through Thursday

#### 3. COMPENSATION

City agrees to provide the ~~following~~ compensation to Consultant during the term of the Agreement

- (a) Consultant shall be paid a salary of **\$80.00** per hour biweekly
- (b) ~~Because~~ Consultant is an independent **contractor**, consultant shall be **responsible for** all employer ~~costs~~ required by law, including but not ~~limited~~ to Social Security, **FICA**, Medicare, Unemployment Compensation, and ~~workers~~ compensahon.

#### 4. BENEFITS:

~~As an independent~~ contractor, Consultant shall not be ~~entitled~~ to any **benefits** set forth in the **Executive** Management Statement of Benefits including ~~but~~ not limited to **PERS** retirement, srck leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance

#### 5. TERMINATION

- (a) ~~Termination~~ by Consultant - In the event Consultant ~~terminates~~ this contract with City, he shall give City at least twenty-one (21) days advance written notice and shall be ~~entitled~~ to all earned compensation

- (b) ~~Termination by City – The~~ City Manager ~~may~~ terminate this Agreement at any time, with ~~or~~ without cause. Twenty-four hours Notice ~~of~~ Termination shall be provided to Consultant in writing. Moreover, this agreement shall automatically terminate upon the hiring ~~of a~~ permanent Community Development Director.

**6. MODIFICATIONS:**

No modification of this agreement shall ~~be~~ valid unless said modification is in writing and signed by both parties.

**7. CONFLICT OF INTEREST:**


Consultant ~~shall~~ also ~~be~~ subject to the ~~conflict~~ of interest provisions of the California Government ~~Code~~ and any conflict ~~of~~ interest ~~code~~ applicable ~~to~~ his City consultancy. Consultant is responsible for submitting ~~to the~~ City Clerk the appropriate ~~Conflict of~~ Interest Statements at the time of appointment, annually thereafter, and ~~at~~ the time of separation ~~from the position~~.

IN WITNESS WHEREOF, the City ~~Manager~~ of the City of Lodi has signed this Agreement and Consultant ~~has signed~~ and executed this Agreement as of the day and year first above ~~written~~.

CITY ~~OF~~ LODI, a municipal corporation:

CONSULTANT:

By: \_\_\_\_\_  
Blair King  
City Manager

  
\_\_\_\_\_  
Konradt Bartlam

Attest:

\_\_\_\_\_  
Randi Johi  
City Clerk

Approved as to Form:

\_\_\_\_\_  
5. Stephen Schwabauer  
City Attorney